

# State of Vermont

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000013644**  
**Jamestown Iron Works**  
**2022 Allen St Ext**  
**Falconer NY 14733**  
**USA**

<b>Contract ID</b> 0000000000000000000010370		Page 1 of 3
<b>Contract Dates</b> 08/23/2006 to 08/23/2009		<b>Origin</b> CPS
<b>Description:</b> CPS - SNOW PLOW SHOES		<b>Contract Maximum</b> \$99,999,999.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 716-665-2818**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9353	SNOW PLOW SHOE PART NUMBER: 48-999-009 DUCTILE IRON	EA	78.78000	0.00	0.00
2	9355	SNOW PLOW SHOE PART NUMBER: 48-999-011 WT 47 LBS TENCO TWIST'N'SHOOT 5" CENTERS CAST ALLOY ABRASIVE MUSHROOM TYPE	EA	74.03000	0.00	0.00
3	5333	SNOW PLOW NOSE PIECE - ONE WAY PLOW - 8" TP RIGHT HAND PART NUMBER: 48-999-007	EA	63.79000	0.00	0.00
4	8455	SNOW PLOW NOSE PIECE ONE WAY PLOW - 8" TP LEFT HAND PART NUMBER: 48-999-008	EA	63.79000	0.00	0.00
5	5316	SNOW PLOW NOSE PIECE - 6" TOP PUNCH OR 8" CENTER PUNCH LEFT HAND CAST MANGANESE STEEL (HEAT TREATED) PART NUMBER: 48-999-006 .	EA	73.50000	0.00	0.00
6	5352	SNOW PLOW NOSE PIECE - RIGHT HAND CAST MANGANESE STEEL (HEAT TREATED) PART NUMBER: 48-999-005 .	EA	59.06000	0.00	0.00
7	5351	SNOW PLOW WING SHOE PART #48-999-004 .	EA	52.50000	0.00	0.00
8	5314	SNOW PLOW WING SHOE PART NUMBER: 48-999-002	EA	51.98000	0.00	0.00
9	5315	SNOW PLOW WING SHOE PART #48-999-003 .	EA	39.38000	0.00	0.00
10	5313	SNOW PLOW PUSHFRAME SHOE ELEVEN FOOT ONE WAY PLOW PART # 48-999-001.	EA	89.25000	0.00	0.00
11		SNOW PLOW SHOE - STEEL - PART #48-999-010	EA	104.48000	0.00	0.00
12		REVERSIBLE FRAME SHOE - PART #48-999-012 WEIGHT: 50 LBS.	EA	72.45000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE SNOWPLOW SHOES TO THE VT AGENCY OF TRANSPORTATION AND VARIOUS POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: AUGUST 23, 2006 - AUGUST 23, 2007, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS.

PRODUCTS TO BE MADE OF PLATTALLOY METAL AS PRODUCED BY PLATTCO CORPORATION OR PREAPPROVED EQUAL. ALL SHOES MUST BE MANUFACTURED TO FIT THE STATE OF VERMONT SNOW PLOWS WITHOUT ANY MODIFICATIONS.

ITEMS FROM THIS CONTRACT WILL BE ORDERED AND SHIPPED TO VARIOUS VTRANS DISTRICTS WITHIN THE STATE OF VERMONT. ORDERS WILL BE PLACED BY INDIVIDUAL VTRANS DISTRICTS.

DELIVERY: 45 DAYS ARO

# State of Vermont

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000013644**  
**Jamestown Iron Works**  
**2022 Allen St Ext**  
**Falconer NY 14733**  
**USA**

<b>Contract ID</b> 0000000000000000000010370		<b>Page</b> 2 of 3
<b>Contract Dates</b> 08/23/2006 to 08/23/2009		<b>Origin</b> CPS
<b>Description:</b> CPS - SNOW PLOW SHOES		<b>Contract Maximum</b> \$99,999,999.00
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 716-665-2818**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH  
PURCHASING AGENT  
802-828-4681  
FAX 802-828-2222  
steven.smith@state.vt.us

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 06/02/2006 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in your most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at [http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

\*\*\*\*\*NOTICE OF AMENDMENT\*\*\*\*\*

THE FOLLOWING CHANGES OCCURRED ON THIS CONTRACT AMENDMENT #01:

1). CONTRACT IS EXTENDED FOR A ONE YEAR PERIOD TO 08/23/2008 AT THE SAME PRICES, TERMS AND CONDITIONS.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

# State of Vermont

Dept of Buildings & General Svcs  
Office of Purchasing & Contracting  
1078 US Rte 2 - Middlesex  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000013644**  
**Jamestown Iron Works**  
**2022 Allen St Ext**  
**Falconer NY 14733**  
**USA**

<b>Contract ID</b> 0000000000000000000010370		Page 3 of 3
<b>Contract Dates</b> 08/23/2006 to 08/23/2009		<b>Origin</b> CPS
<b>Description:</b> CPS - SNOW PLOW SHOES		<b>Contract Maximum</b> \$99,999,999.00
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 716-665-2818**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

\*\*\*\*\*NOTICE OF AMENDMENT\*\*\*\*\*

THE FOLLOWING CHANGES OCCURRED ON THIS CONTRACT AMENDMENT #02:

1). CONTRACT IS EXTENDED FOR A ONE YEAR PERIOD TO 08/23/2009 AT THE SAME PRICES, TERMS AND CONDITIONS WITH THE FOLLOWING EXCEPTION:

A). PRICE INCREASE OF 5% IS APPLIED TO ALL CONTRACT ITEMS EFFECTIVE 08/23/2008

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_